

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI**

KEITH COLLINS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
CREDIT SOLUTIONS	)	
OF KENTUCKY, LLC,	)	
	)	
Defendant.	)	

**COMPLAINT**

NOW COMES the Plaintiff, Keith Collins, by and through undersigned counsel, and for his complaint against the Defendant, Credit Solutions of Kentucky, LLC, Plaintiff states as follows:

**I. PRELIMINARY STATEMENT**

1. This is an action for actual and statutory damages for violations of the Fair Debt Collection Practices Act 15 U.S.C. § 1692 *et seq.* ("FDCPA").

**II. JURISDICTION & VENUE**

2. Jurisdiction arises under 15 U.S.C. § 1692 and pursuant to 28 U.S.C. § 1331.
3. Venue is proper in this District in that Plaintiff resides here, Defendant transacts business here, and the conduct complained of occurred here.

**III. PARTIES**

4. Keith Collins ("Plaintiff") is a natural person who resides in Concordia, Missouri.

5. Plaintiff is a "consumer" as that term is defined by the FDCPA, 15 U.S.C. § 1692a(3).
6. Credit Solutions of Kentucky LLC ("Credit Solutions") is a business entity engaged in the collection of consumer debt within the State of Missouri.
7. Credit Solutions is a "debt collector" as that term is defined by the FDCPA, 15 U.S.C. § 1692a(6).

#### **IV. ALLEGATIONS**

8. The debt allegedly owed by Plaintiff, namely a bill incurred through Fairpoint Communications ("the Debt"), was incurred primarily for personal, family, or household services and is therefore a "debt" as that term is defined by the FDCPA, 15 U.S.C. § 1692a(5).
9. On or about January 1, 2017, Plaintiff retained counsel to assist in the resolution of several debts, including the Debt.
10. On or about January 13, 2017, Plaintiff's counsel sent notice of representation to Plaintiff's creditors via certified mail, including to Credit Solutions.
11. On or about January 20, 2017, an employee of Credit Solutions received and signed for Plaintiff's counsel's notice of representation letter.
12. On or about January 25, 2017, Credit Solutions contacted plaintiff directly by letter.
13. Despite receiving notice that Plaintiff was represented by an attorney, Credit Solutions has continued to contact Plaintiff directly.

14. These communications by Credit Solutions violated 15 U.S.C. § 1692c(a)(1), in that Credit Solutions contacted a consumer after receiving notice that the consumer was represented by an attorney.

## **VII. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, Keith Collins, respectfully prays for judgment as follows:

- a. All actual compensatory damages suffered pursuant to 15 U.S.C. § 1692k(a)(1) from Credit Solutions and for Plaintiff;
- b. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A) from Credit Solutions and for Plaintiff;
- c. Plaintiff's attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Credit Solutions and for Plaintiff;
- d. Any other relief deemed appropriate by this Honorable Court.

Respectfully submitted,

**CREDIT LAW CENTER**

**By: /s/ Andrew M. Esselman**

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